CITY OF ELGIN, OREGON

RESOLUTION 1112 (2001)

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR OF THE CITY OF ELGIN TO EXECUTE AND ENDORSE AN AMENDMENT TO THE AGREEMENT WITH THE LEAGUE OF OREGON CITIES GOVERNING THE LEAGUE STATUS AS A UNIT OF LOCAL GOVERNMENT, SIMILAR TO OTHER COOPERATIVE INTERGOVERNMENTAL AGENCIES IN WHICH CITIES CREATE AND PARTICIPATE.

WHEREAS, the City Council has found that it is necessary and desirable to endorse and adopt an amendment to the agreement proposed by the League of Oregon Cities.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Elgin that the Mayor is hereby authorized to execute and endorse the agreement with the League of Oregon Cities of which the City of Elgin is a member, governing the League status as a unit of local government, similar to other cooperative intergovernmental agencies that cities create and participate in, all this in the State of Oregon, upon the terms and conditions as set forth in an agreement entitled "Intergovernmental Agreement of Oregon Cities," a copy of which is attached hereto as Exhibit "A," and incorporated by reference herein.

PASSED AND ADOPTED this 11th day of December, 2001
With 6 Ayes, Ø Nays, Ø Abstentions, 1 Absent.

Signed;

Berta Churchill

Berta Churchill, Mayor

Attest;

Joe Garlitz 12-12-2001

Joe Garlitz, Recorder/Administrator

INTERGOVERNMENTAL AGREEMENT
OF OREGON CITIES

THIS AGREEMENT made and entered into this 11th day of December, 2001 by each city of the State of Oregon agreeing to enter into the same by ordinance or resolution, and every other city having also so agreed and being collectively referred to herein as "CITIES", now therefore

WITNESSETH:

RECITALS:

1. This is an agreement for intergovernmental cooperation by units of local government under ORS 190.010 to ORS 190.111 inclusive, in performing functions and providing services which all of the parties have authority to perform and provide.

2. For purposes of this agreement, the organization created by the Cities to perform certain functions and activities herein set forth shall be deemed a consolidated department of all of the Cities who are parties to this agreement to carry the same out by a combination of methods provided for in ORS 190.020.

3. This agreement reduces to writing the terms, conditions, purposes and objects of services, functions and activities of the League of Oregon Cities performed since 1926 as a cooperative and joint endeavor of Oregon Cities. Nothing herein is intended to change its status as being for some purposes a political subdivision of the State of Oregon, an instrumentality of the State and its Cities for better administration of public affairs, and an agency or instrumentality for performing governmental functions owned and controlled by the Cities of Oregon.

THE CITIES OF OREGON BECOMING PARTIES HERETO AGREE:

I. ACTIVITIES:

1. To form and continue an organization for the cooperative provision of local governmental services, to perform governmental purposes and functions as hereinafter set further under the name of the League of Oregon Cities, hereinafter referred to as the "League."

2. The League of Oregon Cities shall have the following purposes and functions:

a. To maintain an organization to secure cooperation among the cities of the state by thorough study of local problems, and in the application of efficient methods to local government;
b. To provide a means whereby officials may interchange ideas and experiences and obtain expert advice;
c. To collect, compile and distribute to municipal officials information about municipal government and the administrator of municipal affairs;
d. To engage in the study and preparation of uniform ordinances and practices;
e. To formulate and promote such legislation as will be beneficial to the cities of the state and the citizens thereof and to oppose legislation detrimental thereto, but not to expend monies in favor of or in opposition to any public measure initiated by or referred to the people, or for or against the election of any candidate for public office;
f. To provide such services to cities as cities may authorize and require through the League of Oregon Cities, including but not limited to assistance in collective bargaining with

employees,[1] liability,[2] casualty,[2] and health insurance,[3] and the provision of joint facilities for local governments with other governmental units acting singly or cooperative. To that end the League may create or participate in appropriate entities and trusts which are suitable and convenient for carrying out its purposes;

g. To secure harmony of action among municipalities in matters that affect the rights and liabilities of cities;

h. To institute or participate in litigation in the name of a member city, upon request of such city, or in its own name for the purpose of securing a determination relative to the rights and liabilities of cities of Oregon under any constitutional provision, statute or ordinance; to appear as a friend of the Court in any Court proceeding wherein the rights and liabilities of cities are affected; to appoint or employ counsel for the purpose herein mentioned;

i. To adopt and amend, from time to time, such rules, regulations, constitution and bylaws as are not inconsistent with this agreement;

j. To do any and all other things necessary or proper for the benefit of the cities of Oregon which the cities themselves might do singly or in cooperation with other units or agencies of government.

II. GOVERNANCE AND CONTROL:

1. The Board of Directors shall have general supervision over all of the affairs of the organization, subject to the will of the organization expressed any duly called meeting. The Board of Directors shall possess all powers necessary to carry out the provisions of this agreement and the specific purposes and functions set forth in Section I, ACTIVITIES, including but not limited to the power on behalf of the League of Oregon Cities, directly or through other entities, to rent, lease, purchase, receive and hold property, both real and personal, and to rent, lease, mortgage, hypothecate, sell or otherwise dispose of the same.

2. The Board of Directors shall consist of the officers and Directors of the League.

3. The officers of the League shall be a President, Vice President, Treasurer, Past-President, eleven members at large, and an Executive Director, each of whom, with the exception of the Executive Director, shall hold an elective or appointment position in a city who is a participant in this agreement. The officers shall exercise the usual powers and duties incident to their offices and as provided herein.

4. All officers, except the Executive Director, shall be elected at the annual conference of the League for a term of one year and shall hold office until their successors are elected and qualified. The Executive Director shall be appointed by the Board of Directors and shall hold office at the pleasure of said committee.

5. Any vacancy in office shall be filled by appointment by the President, subject to the approval of the Board of Directors.

6. Meetings of the Board of Directors may be held at any time upon call of the President or of any three members. A majority of incumbent members shall constitute a quorum. The members of the Board of Directors may vote either in person or by mail upon any issue submitted to the Committee.

III. PROVISION OF FUNDS:

1. The cities shall provide the revenues for payment of expenses incurred in the performance of the functions and activities of the League by the payment of annual fees or assessments based upon the populations of the respective cities entering into this agreement, as established by the Board of Directors no later than January 1 of any calendar year the assessment is levied for the fiscal year beginning on July 1, in an amount sufficient to finance the expenses of the League for each year.[4]

2. An annual charge, established by the Board of Directors, may also be made to separate boards or commissions of any city also desiring to participate in activities of the League.

3. The Board of Directors may also levy assessments, in addition to the annual fee or assessment, for maintenance of the Legislative Service Bureau, during sessions of the State Legislature.

4. The League may also make such other charges for direct services furnished to cities or others as the Board of Directors may approve.

5. Incidental income from any activity shall be devoted solely to the governmental purposes of the League and its member cities. No profit from any activity shall inure to the benefit of any private person, firm or corporation.

6. No funds shall be expended except upon a vote of the Board of Directors and in furtherance of the objects and purposes of the League. All funds, revenues and expenditures of the League shall be audited at least annually.[5]

IV. MEETINGS:

1. An annual conference of the League shall be held each year at the time and place to be determined by the Board of Directors. The program of the annual convention shall be arranged by or under the direction thereof.

2. Special meetings of the League may be called by the President or the Board of Directors at any time by giving notice to the Recorder, or other designated official, of each member city, at least ten (10) days prior to the date of the meeting. The notice shall state the purpose of the meeting.

3. Regional meetings may be called at any time by the President or Board of Directors for the benefit of city officials located in various sections of the state. Resolutions adopted at the regional meetings shall be forwarded to the Board of Directors.

4. All questions of parliamentary practice shall be decided according to Roberts Rules of Order, newly revised.

5. There shall be no limit upon the number of delegates to be sent by an member city to a meeting of the League. All delegates may be heard in debate, but each member city shall be entitled to only one vote. Each delegation shall select one of its members as chairperson to express or record its vote.

V. EXECUTIVE DIRECTOR/EMPLOYEES:

The Executive Director shall be the chief administrative officer of the League and be responsible to the Board of Directors for such duties as may be assigned by it. The League, through the Board of Directors, may employ such other employees as necessary to carry out the purposes, activities and functions of the League under this agreement. This agreement does not contemplate

he transfer of any personnel.[6]

VI. DURATION/TERM:

The term of this agreement shall be perpetual.[7] The parties hereto shall have the right to terminate their participation herein as a party at any time, by ordinance or resolution forwarded to the Executive Director. The entire agreement may be terminated at any time by a two-thirds vote of the cities then participating.[8] The agreement may be amended at any time, by agreement with each city participating by ordinance or resolution in the same manner as originally entered into.

VII. RIGHTS UPON TERMINATION:

Upon termination of the agreement the cities then participating shall mutually agree upon the transfer of personnel or the division of assets and liabilities between the parties and in the event that they are unable to agree, then venue shall be established in the Circuit Court of Multnomah, Marion, or Lane County to determine that transfer or division.[9] No city shall be liable, upon termination, for any dues, charges, assessments or other liabilities of any kind beyond the year in which such city ceases to participate or in which the agreement is terminated.

VIII. EXECUTION:

The resolution or ordinances of each participating city agreeing hereto shall be placed on file with the original of this agreement.

The City of Elgin, a municipal corporation

By: Berta Churchill
Berta Churchill, Mayor

ATTEST: 12-12-2001
Joe Garlitz, Recorder/Administrator

FOOTNOTES

1. Chapter 243 ORS
2. ORS 731.036 (4)
3. ORS 731.036 (5)
4. ORS 190.020 (1) (a)
5. ORS 190.020 (1) (b)
6. ORS 190.020 (1) (c)
7. ORS 190.020 (1) (e)
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